
REQUEST FOR PROPOSALS

RFP NO. 15-2018 SPECIAL PENSION COUNSEL SERVICES

OPENING: APRIL 4, 2018 AT 11:00 A.M.

PRE-PROPOSAL CONFERENCE: MARCH 7, 2018 AT 2:00 P.M.

BUYER: Jalene Duressa

PHONE: 410-313-0037 ▪ EMAIL: jduressa@howardcountymd.gov



HOWARD COUNTY, MARYLAND

OFFICE OF PURCHASING

6751 Columbia Gateway Drive, Suite 501, Columbia, MD 21046

www.howardcountymd.gov/departments/county-administration/purchasing



Formal RFPs and RFP Results are available on our website

TABLE OF CONTENTS

SECTION A – KEY INFORMATION SUMMARY

SECTION B – PURCHASE ORDER TERMS AND CONDITIONS

SECTION C – GENERAL CONDITIONS

1. Definitions
2. Reservations
3. Period of Validity
4. Delivery
5. Governing Law
6. Protest
7. Disputes
8. Authority
9. Cash Discounts
10. Unit Prices
11. Non-Waiver
12. Patents
13. Maryland Registration
14. Availability of Funds
15. Integration and Modification
16. Non-Assignment of Agreement
17. Agreement
18. Public Information/Proprietary/Confidential Information
19. Cooperative Purchase
20. Award Notification
21. Termination
22. Incurred Expenses
23. Cancellation of the RFP

SECTION D – SPECIFICATIONS

1. Background
2. Statement of Work
3. Pre-Proposal Conference
4. Inquiries and Addenda
5. Contractor's Qualifications
6. Evaluation of Offers
7. Contractual Provisions

SECTION E – SUBMISSION REQUIREMENTS

1. Instructions
2. Proposal Documents and Copies
3. Sample Invoice
4. Exceptions

SECTION F – TECHNICAL PROPOSAL PAGES, PRICE PAGE, CONTRACTOR'S QUALIFICATION INFORMATION

SECTION G – AFFIDAVIT

Exhibit I, Howard County, Maryland, Sample Agreement
Exhibit II, Sample Invoice
Exhibit III, Sample Task Order Form

**IMPORTANT: ADVISE THE ISSUING OFFICE IMMEDIATELY
IF ANY OF THE ABOVE SECTIONS ARE NOT ENCLOSED IN THIS DOCUMENT.**

SECTION A**KEY INFORMATION SUMMARY**

RFP Number:	15-2018
RFP Name:	Special Pension Counsel Services
Issue Date:	February 26, 2018
Buyer:	Jalene Duressa jduressa@howardcountymd.gov 410-313-0037
Pre-Proposal Date:	March 7, 2018 at 2:00 P.M.
Pre-Proposal Location and Registration:	Howard County Office of Purchasing 6751 Columbia Gateway Drive, Suite 501 Columbia, Maryland 21045 Please register by contacting Alex Shaw at ashaw@howardcountymd.gov or (410) 313-6519.
Questions Due and to Whom:	Questions due No Later than 4:00 P.M. on March 8, 2018 Submit Questions to: Jalene Duressa jduressa@howardcountymd.gov
Proposal Due:	April 4, 2018 PRIOR TO 11:00 A.M. EST
Mail/Deliver Proposals to the Issuing Office:	Office of Purchasing 6751 Columbia Gateway Dr., Ste. 501 Columbia, MD 21046 410-313-6370 PLEASE REMEMBER THAT TECHNICAL AND PRICE PROPOSALS ARE TO BE PLACED IN <u>SEPARATE</u> SEALED ENVELOPES.
Agreement Term:	Three years with three one-year renewal options.
Bid Deposit/ Performance Bond:	N/A
EBO Subcontracting Participation:	N/A

MINORITY BUSINESS ENTERPRISES are encouraged to respond to this solicitation. For more information, please contact the Equal Business Opportunity Coordinator at 410-313-3694.

IMPORTANT NOTICE REGARDING ADDENDA

Addenda to solicitations often occur prior to bid opening. It is the potential Contractor's responsibility to visit the Office of Purchasing web site for updates to solicitations.

www.howardcountymd.gov/departments/county-administration/purchasing

SECTION B**PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions apply to all Purchase Orders issued by Howard County and are applicable to all purchases made as a result of this solicitation.

- 1 No purchase of materials, supplies, equipment, and/or services will be recognized unless made through the Office of Purchasing.
- 2 The County may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.
- 3 The terms and conditions of sale as stated in this Purchase Order govern in the event of conflict with any terms of the Contractor's bid, and are not subject to change by reason of any written or verbal statements by the Contractor or by any terms stated in the Contractor's acknowledgement without prior written authority from the Office of Purchasing.
- 4 If the price is omitted on the Purchase Order, except where the Purchase Order is given in acceptance of quoted prices, it is agreed that Contractor's price will be the lowest prevailing market price and in no event is this Purchase Order to be filled at higher prices than last previously quoted or charged without prior written authority from the Office of Purchasing.
- 5 If requested, the Contractor shall acknowledge the order promptly and provide a delivery date.
- 6 Invoices must show Delivery Address and Purchase Order number, and indicate if it represents partial or complete billing. Separate invoices must be rendered for each Purchase Order. Invoices shall include the following information:
 - 6.1 Contractor's name;
 - 6.2 Address;
 - 6.3 Federal tax identification number;
 - 6.4 Contract number, if applicable (the first two digits are 44XXXXXXXX);
 - 6.5 Purchase Order number (the first digit is 2XXXXXXXXX);
 - 6.6 Contract line number, if applicable;
 - 6.7 Unit price and extended price (if applicable, the unit price must match a line on the Contract); and
 - 6.8 Description of goods provided and/or services performed.
- 7 The County has the right to refuse to make payment on any invoice unless and until verification of receipt by the County can be determined. The County's payment for any material shall not constitute acceptance of the material or a waiver of any of the County's rights.
- 8 No freight/delivery/fuel charges will be paid by the County unless specifically provided for in the Purchase Order.
- 9 The County will not pay for packaging, boxing or cartage. Damage resulting from improperly packaged material will be charged to the Contractor.
- 10 The County reserves the right to cancel this Purchase Order or, any part thereof, without obligation, if delivery is not made or services completed at the time(s) specified.
- 11 This Purchase Order shall be governed and construed in accordance with the law of the State of Maryland without regard to any choice of law principles.
- 12 All deliveries and services furnished under this Purchase Order must be of the quality specified or in the event no quality is specified, must be the best of their respective kinds, and will be subject to inspection and approval of the County within a reasonable time after delivery of goods or completion of services. When manufacturing specifications are referred to in this Purchase Order, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Goods and services shall be replaced at no additional charge to the County if they prove to be defective and/or not in accordance with specifications. Rejected materials shall be returned at the risk and expense of the Contractor. If the County does not desire replacement, the Contractor shall issue a full credit.
- 13 Requirement as to Materials, Contractor's Responsibilities and Warranties:
 - 13.1 The Contractor warrants and agrees that all materials supplied hereunder shall be manufactured and produced in compliance with the laws, regulations, codes, terms, standards and/or requirements of all Federal, State and local authorities and all other authorities having jurisdiction, and that performance of this Purchase Order shall be in accordance with the above laws, regulations, codes, terms, standards, and/or requirements, and agrees, upon request, to furnish the County a certificate of compliance in such forms as the County may require.
 - 13.2 The Contractor warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered and Contractor agrees to indemnify and hold the County harmless from any and all liability, loss or expense occasioned by such a violation.
- 14 The quantity of materials, and/or services, must not be exceeded without prior written authority from the Office of Purchasing.
- 15 Substitutions are not allowed without prior written authority from the Office of Purchasing.

- 16 If required, a sufficient number of shop drawings and/or catalog data shall be furnished to the County within 15 days (unless otherwise specified) for necessary approval.
- 17 In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the Contractor will indemnify and save harmless the County from all losses or expenses by reason of all accidents, injuries or damages to persons or property resulting from the use of such article or which are contributed to by said defective condition.
- 18 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all claims, losses or expenses resulting from any accidents, injuries or damages to persons or properties, suits or demands including reasonable attorney fees which may be made against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Purchase Order by the Contractor or anyone under agreement with the Contractor to perform duties under this Purchase Order. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials. Any property or work to be provided by the Contractor under this Purchase Order will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 19 Liability for Damage: If this Purchase Order calls for work to be performed upon property owned or controlled by the County it is understood and agreed that:
- 19.1 Mechanic's Liens: The Contractor will keep the premises and work free and clear of all mechanic's liens, and furnish the County certificate and waiver as provided by law.
- 19.2 Property and Casualty Losses: The work will remain at the Contractor's risk prior to written acceptance by the County and the Contractor will replace at its own expense all work damaged or destroyed by fire, force or violence of the elements or any cause whatsoever.
- 19.3 Injury to Contractor's Personnel: The Contractor understands and agrees that they are the sole employer of all persons employed by Contractor to perform services under this Purchase Order and agrees on behalf of itself and its workers' compensation insurer that the County is not a dual employer of such personnel. If Contractor is hiring independent contractors or subcontractors to perform services under this Purchase Order, Contractor shall assure that all such persons are properly covered under Maryland workers' compensation law and will indemnify, save harmless and defend the County from all workers' compensation claims filed by such persons against the County.
- 19.4 Workers' Compensation Insurance: During the term of this Purchase Order, the Contractor will provide workers' compensation insurance in compliance with Maryland law for its employees and shall be responsible to verify workers' compensation coverage for all independent contractors and subcontractors. Contractor shall indemnify the County for any uninsured losses relating to contractual services under this Purchase Order and subsequent amendments.
- 20 Bankruptcy: In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against the Contractor including any proceedings under the Chandler Act, or in the event of the appointment, with or without the Contractor's consent, of an assignee for the benefit of creditors or of a receiver then the County shall be entitled to cancel any unfilled part of this Purchase Order without any liability whatsoever.
- 21 Equal Employment Opportunity: The County requires that the Contractor not discriminate against any employee or applicant for employment because of race, creed, religion, physical or mental handicap, color, sex, national origin, age, occupation, marital status, political expression, gender identity/expression, sexual orientation or personal appearance. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. The Contractor warrants that, within the previous 12 months, it has not engaged in unlawful employment practices as set forth in Section 12.208 of the Howard County Code, Section 19 of Article 49B of the annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.
- 22 Material Safety Data Sheet (MSDS): If the work to be performed under this Purchase Order requires the use of any product that contains any ingredient that could be hazardous or injurious to a person's health, a MSDS must be provided to the Office of Purchasing, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046.
- 23 Termination
- 23.1 Termination for Convenience: The County may terminate this Purchase Order, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 23.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Purchase Order, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Purchase Order. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

SECTION C

GENERAL CONDITIONS

1 DEFINITIONS:

- 1.1 Addenda – Formal alteration of a solicitation or Agreement in writing. (When applicable, Addenda are available on the Office of Purchasing website.)
- 1.2 Alternate Bids – A second bid for a single item that intentionally offers a substitute product or service that varies from the stated specifications.
- 1.3 Buyer – The County’s Purchasing Representative for the resulting Agreement.
- 1.4 Agreement, Contract or contract– The Request for Proposals documents and any addenda, the Contractor’s response to this solicitation, the executed standard Agreement (Exhibit I), and subsequent Purchase and Task Orders.
- 1.5 County – Howard County, Maryland.
- 1.6 County Purchasing Agent – The Chief Administrative Officer for the County.
- 1.7 Contractor – Any Offeror; most often the successful Offeror.
- 1.8 Designee – Specifically appointed alternate signatory or decision maker.
- 1.9 Equal Business Opportunity (EBO) – The County’s minority business enterprise program.
- 1.10 Issuing Office –The Howard County Office of Purchasing.
- 1.11 Offeror – Any entity that submits a response to this solicitation.
- 1.12 Proposal or proposal – All information submitted by the Contractor in response to this solicitation.
- 1.13 Purchase Order – The document by which the Contractor receives formal notification to perform work or deliver goods.
- 1.14 Request for Proposals (RFP) – All documents identified in the Table of Contents, including any addenda.
- 1.15 Solicitation – The Request for Proposals
- 1.16 User Agency – County department or office for which goods and/or services are being purchased.
- 1.17 Local Business Initiative – The County’s local business program. Refer to the following link for more information:
<https://www.howardcountymd.gov/Departments/County-Administration/Purchasing>.
- 1.18 Local Business – A Contractor that maintains its principal place of business in Howard County.
- 1.19 Task Order – The document issued by the County Solicitor describing a specific service or project which the County Solicitor requests the Contractor to perform.

2 RESERVATIONS:

- 2.1 The County Purchasing Agent or Designee reserves the right to reject any or all proposals or parts of proposals when, in the County Purchasing Agent's or Designee's reasoned judgment, the public interest will be served thereby.
- 2.2 The County Purchasing Agent or Designee, with the approval of the County Executive, may waive formalities or technicalities in proposals as the interest of the County may require.
- 2.3 The County Purchasing Agent or Designee reserves the right to increase or decrease the quantities to be purchased at the prices set forth in the proposal. The quantity intended to be purchased and the period and percentage amount of any such reservation will be stated in the solicitation.
- 2.4 The County Purchasing Agent or Designee reserves the right to award Agreements or place orders on a lump sum or individual item basis, or such combination as shall, in the County Purchasing Agent's or Designee's judgment, be in the best interest of the County.
- 2.5 The County Purchasing Agent or Designee may waive minor differences in specifications provided these differences do not violate the specification intent nor materially affect the operation for which the item or items are being purchased, nor increase estimated maintenance and repair cost to the County.

- 2.6 The County Purchasing Agent or Designee may reject any proposal which shows any omission, irregularity, alteration of forms, additions not called for, conditional or unconditional unresponsiveness, or proposals obviously unbalanced.
- 3 **PERIOD OF VALIDITY:** Unless otherwise specified, all formal proposals submitted shall be irrevocable for 120 days following the proposal opening date, unless the Contractor, upon request of the County Purchasing Agent or Designee, agrees to an extension. Bids may not be withdrawn during this period.
- 4 **DELIVERY:**
- 4.1 Contractors shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the solicitation.
- 4.2 All items shall be delivered F.O.B. Destination, Inside Delivery, and delivery costs and charges included in the price offered, unless otherwise stated in the solicitation.
- 4.3 The County Purchasing Agent or Designee reserves the right to charge the Contractor for each day the supplies or services are not delivered in accordance with the delivery schedule. The per diem charge may be invoked at the discretion of the County Purchasing Agent or Designee and said sum to be taken as liquidated damages and deducted from the final payment, or charged back to the Contractor.
- 4.4 The County Purchasing Agent or Designee reserves the right to procure the supplies/services elsewhere on the open market if delivery is not made as specified, in which event, the extra cost of procuring the supplies/services may be charged against the Contractor and deducted from any monies due or which may become due.
- 5 **GOVERNING LAW:**
- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the appropriate Federal or State court located within the State of Maryland.
- 5.2 The laws of Maryland and Howard County shall govern the resolution of any issue arising in connection with the contract, including, but not limited to, all questions on the validity of the contract, the capacity of the parties to enter therein, any modification or amendment thereto, and the rights and obligations of the parties hereunder.
- 6 **PROTEST:** Any protest concerning the award of an Agreement shall be decided by the County. Protests shall be made in writing to the Issuing Office and shall be filed within ten days of issuance of award notification. A protest is considered filed when received by the Issuing Office. The written protest shall include the name and address of the protestor, identification of the procurement, a statement of the specific reason for the protest and supporting exhibits. The Issuing Office will respond to the written protest within ten days. The County's decision is final.
- 7 **DISPUTES:** In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Purchasing Agent or Designee shall be final and binding on all parties. All other disputes arising under or related to the Agreement will be resolved, to the extent possible, by negotiation and settlement between the parties. Pending resolution, the Contractor shall proceed diligently with performance of the Agreement unless otherwise directed in writing.
- 8 **AUTHORITY:** Solicitations are issued pursuant and subject to the provisions of Article VIII, Howard County Charter; Sections 4.100 through 4.123, Howard County Code, 2003; and the rules and regulations as prescribed by the County.
- 9 **CASH DISCOUNTS:** If applicable, cash discounts will be taken into consideration in determining the award. However, an offer of a cash discount must allow a reasonable period of not less than 30 days in order to be included in evaluation of proposal pricing. A proposal offering a cash discount in a period of less than 30 days will be evaluated as a proposal without a cash discount offer. If the Contractor obtains an award by

reason of their gross price, the County will hold the offer of a cash discount and make every effort to obtain such discount.

- 10 UNIT PRICES: Unless the Contractor clearly shows that it is the intent that a reduced total price is being offered on the basis of receiving an award of all items covered by the total, any totals should be the actual sum of the extension of unit prices. Otherwise, in the event of any discrepancy between a unit price(s), extended price(s), and/or total price(s), unit prices will govern and the bid will be refigured accordingly.
- 11 NON-WAIVER: Any waiver of any breach of covenants herein contained to be kept and performed by the Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same condition of covenant or otherwise.
- 12 PATENTS: If applicable, the Contractor shall defend any suit or proceeding brought against the County so far as based on a claim on any equipment, or on any part thereof, furnished under this Agreement which constitutes an infringement of any patent of the United States, if notified promptly in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same, and the Contractor shall pay all damages and costs awarded therein against the County. In case said equipment or any part thereof, in such suit is held to constitute infringement and the use of said equipment or part if enjoined, the Contractor shall, at its own expense, either procure for the County the right to continue using said equipment or part, or replace same with non-infringing equipment or part, or modify so that it becomes non-infringing.
- 13 MARYLAND REGISTRATION: Contractors must be registered to do business in, and must be in good standing in, the State of Maryland. Contractors not registered must obtain registration information from the Maryland Department of Assessments and Taxation website at: www.dat.state.md.us/ or by calling 410-767-1184 or Toll Free 888-246-5941.
- 14 AVAILABILITY OF FUNDS: The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 15 INTEGRATION AND MODIFICATION: This solicitation, the Contractor's response to this solicitation, the signed standard Agreement (Exhibit I), and subsequent Purchase Order and Task Order represent the entire understanding between the parties. Any additions or modifications shall only be made in writing and executed by both parties.
- 16 NON-ASSIGNMENT OF AGREEMENT: Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under the resulting Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall the resulting Agreement be construed to create any rights hereunder in any person or entity other than the parties to this Agreement.
- 17 AGREEMENT:
 - 17.1 The County and Contractor must execute an Agreement resulting from the award of this solicitation. This process typically takes approximately three weeks from the date the successful Contractor is identified. In order to expedite this process, a sample standard Agreement is attached for review as part of this solicitation. Exceptions, if any, to the County's standard Agreement (Exhibit I) MUST be noted in the Proposal to be considered during evaluation. Exceptions to the County's standard Agreement may result in rejection of the Proposal.
 - 17.2 Do not fill in or sign the sample Agreement attached as Exhibit I. The County will prepare an Agreement specific to this solicitation for execution by the successful Contractor. The County reserves the right to make any revisions it deems necessary to the sample Agreement prior to execution.
- 18 PUBLIC INFORMATION/PROPRIETARY/CONFIDENTIAL INFORMATION:
 - 18.1 The County operates under a public information law, which permits access to most records and documents.

- 18.2 Proposals will be available for public inspection after the award announcement, except to the extent that a Contractor designates trade secrets or other proprietary data to be confidential. Material designated as confidential must be readily separable from the remainder of the proposal to facilitate public inspection

of the nonconfidential portion of the proposal. A Contractor's designation of material as confidential will not necessarily be conclusive, and the Contractor may be required to provide justification why such material should not be disclosed, on request, under the Maryland Access to Public Records Act, State Government Article, Sections 10-611 through 10-628, of the Annotated Code of Maryland.

19 COOPERATIVE PURCHASE:

- 19.1 The County reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any Agreement resulting from this solicitation to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Contractor agrees to notify the issuing body of those entities that wish to use any Agreement resulting from this solicitation and will also provide usage information, which may be requested.

- 19.2 The County assumes no authority, liability or obligation, on behalf of any other public or non-public entity that may use any Agreement resulting from this solicitation. All purchases and payment transactions will be made directly between the Contractor and the requesting entity. Any exceptions to this requirement must be specifically noted in the bid response.

20 AWARD NOTIFICATION:

- 20.1 Award notification will be by U.S. Mail, e-mail or fax or a combination thereof.

- 20.2 The awarded Contractor(s) will be required to return an insurance certificate or other document providing evidence acceptable to the County of the requisite insurance and naming "Howard County, Maryland, its officials, employees, agents and volunteers" as Certificate Holder and as Additional Insured, the executed Agreement and the Maryland Registration Certificate of Good Standing.

*** As Contractors would have had an opportunity to note Exceptions to the Agreement with their proposal submission, it is anticipated that execution of the Agreement will require minimal time. PLEASE BE SURE TO READ THE SAMPLE AGREEMENT, EXHIBIT I. PRIOR TO SUBMISSION OF YOUR PROPOSAL.**

21 TERMINATION:

- 21.1 Termination for Convenience: The County may terminate the Contract, in whole or in part, if the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

- 21.2 Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Purchase Order for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of the Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements thereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocurring and completing the work.

- 22 INCURRED EXPENSES: The County is not responsible for any expenses the Contractors may incur in preparing and submitting proposals.
- 23 CANCELLATION OF THE RFP: This RFP may be canceled in whole or in part, and any proposal may be rejected in whole or in part if the Issuing Office determines that such action is in the best interest of the County.

SECTION D

SPECIFICATIONS

1 BACKGROUND:

- 1.1 The Howard County Retirement Plan (the “Retirement Plan”) is a single employer, contributory, defined benefit, public pension plan providing retirement, death, disability and other benefits to 1,800 active participants and 750 retirees and beneficiaries. This Retirement Plan was established on July 1, 1995. The Retirement Plan is codified at Title 1, Subtitle 4, Sections 1.401-1.478 of the Howard County Code. As of June 30, 2017, the Retirement Plan had net assets of approximately \$410.1 million dollars.
- 1.2 The Howard County Police and Fire Employees Retirement Plan (the “P&F Plan”) is a single employer, contributory, defined benefit, public pension plan providing retirement, death, disability and other benefits to 900 active participants, and 375 retirees and beneficiaries. The P&F Plan was established on July 1, 1990. The P&F Plan is codified at Title 1, Subtitle 4, Sections 1.401A-1.484A of the Howard County Code. As of June 30, 2017, the P&F Plan had net assets of approximately \$516.3 million dollars.
- 1.3 The Retirement Plan and P&F Plan (the “Plans”) and the benefits provided under the Plans are funded through a combination of investment earnings on the Plans’ assets and the contributions specified in each Plan. On December 24, 1997, the County established a master trust arrangement under which designated assets of the Plans may be commingled and pooled under common investment management.
- 1.4 The County Solicitor and the Howard County Office of Law (“County Solicitor”) may use special counsel to advise and assist them in performing the services described herein.
- 1.5 The Contractor or Contractors selected will be appointed special legal counsel pursuant to Section 405 of the County Charter.

2 SCOPE OF REQUIRED SERVICES: Howard County, Maryland (the “County”), seeks a qualified firm (the “Contractor”), to provide legal counsel, at the direction of the County Solicitor and as set forth in a written Task Order, for employee pension and retirement matters, as well as legal issues relating to the management of institutional trust funds.

- 2.1 The information provided in this section is intended to provide general guidance concerning the scope of the services to be provided by the Contractor. The scope of services will also be considered to include, in addition to the services set forth below, those services understood by knowledgeable counsel to be reasonably included within a legal practice involving employee pension and retirement matters and the legal issues relating to the management of institutional trust funds. Upon the request and under the direction of the County Solicitor, the Contractor may be required to:
 - 2.1.1 Attend meetings (including joint meetings, which are generally held no more than 12 times per year, and subcommittee meetings) of the Retirement Plan Committees of the Plans, and prepare minutes for the meetings.
 - 2.1.2 Provide training, advice and counsel concerning the fiduciary responsibilities of the members of the Committees, the Plans’ trustees, and other persons and entities having fiduciary responsibilities respecting the Plans.
 - 2.1.3 Provide advice and counsel in interpreting the Plans and in making decisions which may be necessary or appropriate in administering and operating the Plans.
 - 2.1.4 Provide advice and counsel in resolving disputes or questions arising under the Plans, including the rights of persons applying for or receiving benefits from the Plans.

- 2.1.5 Prepare and/or review rules of procedure as may be necessary or proper for the administration of the Plans.
- 2.1.6 Prepare and/or review procedures which afford a mechanism for adjusting complaints of persons dissatisfied with determinations made under the Plans.
- 2.1.7 Prepare and/or review requests for proposals, contracts and other materials, and provide advice and counsel relating to the engagement of accountants, actuaries, investment managers, investment consultants and other experts whose services are deemed necessary for the proper administration of the Plans.
- 2.1.8 Represent the County in administrative and judicial proceedings involving the Plans.
- 2.1.9 Keep abreast of and provide advice and counsel concerning all laws affecting the Plans, and prepare and/or review amendments to the Plans that are necessary to ensure that the Plans comply with all applicable laws.
- 2.1.10 Provide advice and counsel concerning the adequacy of liability insurance maintained by the County to protect the County and the Plans.
- 2.1.11 Prepare and/or review written communications between the County and participants in the Plans.
- 2.1.12 Provide advice and counsel concerning the rights of persons who are not participants under the Plans, including the rights of persons under qualified domestic relations orders entered by a court of competent jurisdiction.
- 2.1.13 Ensure that the Plans remain qualified under Section 501 and other applicable sections of the Internal Revenue Code.
- 2.1.14 Prepare and/or review documents, instruments and agreements relating to the Plan's investment activities, and provide advice and counsel concerning potential claims relating to the Plan's investment activities.
- 2.2 The Contractor shall assume sole responsibility for all work to be performed under the contract.
- 2.3 The Contractor shall perform the services with the standard of care, skill and diligence normally provided by nationally recognized legal counsel in the performance of similar services.
- 2.4 The Contractor shall not make any changes in the designation of the identities or relative responsibilities of the attorneys identified in their proposal as team members without prior written consent from the County Solicitor. Any changes without prior written consent may be deemed an event of default.
- 2.5 The Contractor shall prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified.
- 2.6 Dissemination of Information:
 - 2.6.1 Contractor shall not permit its agents or employees to release, disseminate, publish, distribute or circulate, in any manner whatsoever, any information, data, documents or materials related to the services or performance of the services under the Contract or to the Contract, nor publish any final reports or documents, without the prior written consent of the County Solicitor.
 - 2.6.2 Contractor shall, within the limitations of the Maryland Lawyers' Rules of Professional Conduct, indemnify and hold harmless the County and its representatives, officers, agents, directors and employees, from all liability which may be incurred by reason of the release, dissemination, publication, distribution or circulation, in any manner whatsoever including

electronic transmission, of any information, data, document, or materials pertaining in any way to the Contract by the Contractor, its agents or employees.

2.7 Retention of Records:

2.7.1 Contractor shall retain and maintain all records and documents (including information stored by electronic means) relating to the contract for three years after final payment and notice of contract closeout hereunder, pursuant to any applicable statute of limitations, or until after any final audit has been resolved, whichever is the longest, and make those records available to the County for inspection and audit by authorized representatives of the County at all reasonable times.

2.7.2 Contractor shall provide all reasonable assistance to the County and its representatives in connection with any such audit, including, by way of example only, making individuals and records available when, where and to the extent required to address audit requirements without requesting additional compensation.

2.8 Correction of Errors, Defects and Omissions: The Contractor shall perform work as may be necessary to correct errors, defects, and omissions in the services required under the contract, without undue delays and without cost to the County. The acceptance of the work set forth by the County shall not relieve the Contractor of the responsibility of subsequent correction of such errors.

3 PRE-PROPOSAL CONFERENCE:

3.1 A pre-proposal conference will be held in the Purchasing Conference Room, Gateway Building, 6751 Columbia Gateway Drive, Suite 501, Columbia, Maryland 21046 on the date and time specified in Section A to discuss objectives and answer questions relating to this solicitation. Contractor's attendance is not required but is strongly encouraged.

3.2 It is recommended that Contractors read the solicitation prior to attending the conference and bring a copy to the conference.

3.3 In order to assure adequate seating at the pre-proposal conference, please confirm attendance by emailing Alex Shaw ashaw@howardcountymd.gov and referencing this solicitation and number.

3.4 If there is a need for language interpretation and/or other special accommodations, please advise Alex Shaw ashaw@howardcountymd.gov so that reasonable efforts may be made to provide special accommodations.

4 INQUIRIES AND ADDENDA:

4.1 The Buyer in the Issuing Office is the sole point of contact for this solicitation. Questions must be addressed in writing to the Buyer and delivered no later than the date and time specified in Section A.

4.2 Addenda to solicitations often occur prior to the proposal opening, sometimes within a few hours of the opening. It is the potential Contractor's responsibility to visit the Office of Purchasing website at www.howardcountymd.gov/departments/county-administration/purchasing to obtain Addenda. Addenda, when issued, must be acknowledged in the proposal by signing and returning all addenda with the proposal. Addenda must also be acknowledged in the space provided on the Technical Proposal Page No. 2.

5 CONTRACTOR'S MINIMUM QUALIFICATIONS:

5.1 Contractors must be engaged in the business of providing legal services and must have been actively engaged in providing legal services for a period of no less than ten years. The experience of Key Personnel (as defined below) may be imputed to a newly formed company/law firm/contractor provided the Key Personnel has or have no less than ten years of demonstrated experience of reliability and meets or meet the criteria set forth herein.

- 5.2 Contractor must have a proven record of having provided the services required. Contractor shall demonstrate a history of at least ten years' experience in a legal practice involving employee pension and retirement matters and legal issues relating to the management of institutional trust funds. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract.
- 5.3 Contractor must demonstrate recent experience in the various relevant areas pertaining to employee pension and retirement issues and legal issues relating to the management of institutional trust funds.
- 5.4 The Contractor shall have a relevant work history, which shall include dates of performance, to demonstrate the required experience.
- 5.5 At least one member of the Contractor's legal team must be admitted to practice law before the highest court of the State of Maryland and such member must be a partner or principal in the firm or sole proprietorship ("Key Personnel"). Members of the legal team shall be in good standing and shall have remained so since admission to the bar and provide evidence of such.
- 5.6 In accordance with Howard County Code Sec. 4.117 (a) (4), the quality of performance of previous contracts or services shall be considered in determining the award. Quality of performance may be determined through contracts or services provided to the County or to other entities. Quality of performance to other entities will be determined from reference checks when references are required. The determination of quality performance includes the Contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction and the Contractor's businesslike concern for the interests of the customer. The County reserves the right to reject any bid deemed not responsible or non-responsive.
- 5.7 The Contractor shall have a principal place of business within the State of Maryland.

6 EVALUATION OF OFFERS:

- 6.1 The County intends to make one or more awards to the responsible Contractors whose proposals represent the best value to the County. The assignment of work shall be at the sole discretion of the County Solicitor. All Contractors shall waive any claim against the County for extra compensation or damages arising out of assignment of work under the Contract.
- 6.2 Proposals will be evaluated in two phases; the first based on the technical and price submittals and the second on the oral discussions. The first phase will be evaluated based on the following criteria listed in order of importance:
 - 6.2.1 Documented experience and technical competence of the Contractor in performing legal services involving employee pensions, retirement matters and management of institutional funds;
 - 6.2.2 Documented experience of the Contractor in providing advice and counsel related to:
 - 6.2.2.1 Interpretation and administration of the Plans;
 - 6.2.2.2 Resolving disputes or questions arising under the Plans;
 - 6.2.2.3 The rights of persons who are not participants under the Plans;
 - 6.2.2.4 Engagement of accountants, actuaries, investment managers, investment consultants and other experts; and
 - 6.2.2.5 Ensuring the Plans comply with all applicable laws and remain qualified under Section 501;
 - 6.2.3 Qualifications, experience and technical competence of the lawyers and staff who will be providing the legal services.
 - 6.2.4 Documented experience in preparing and/or reviewing: procedures and amendments to procedures relating to administration and adjustments of complaints under the Plans;

documents related to the Plans' investment activities and potential claims; and requests for proposals, contracts and other materials.

- 6.2.5 Previous experience in planning meeting and providing training related to fiduciary responsibilities for the Plans, and ability to represent clients in administrative and judicial proceedings.
- 6.2.6 Documented experience in properly controlling the dissemination of information and retention of records.
- 6.2.7 Description of system for identifying conflicts of interest.
- 6.2.8 Completeness and quality of proposal.
- 6.2.9 Price.
- 6.3 After the County has identified the short list of the most qualified Contractor(s) based on the evaluation criteria, representative(s) may be required to clarify their proposals through presentations and/or oral discussions.
- 6.4 The County may enter into negotiations with the Contractors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, email or written communications, or any combination thereof, at the County's sole discretion.
- 6.5 Contractors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Contractors are advised to respond to this solicitation fully and with forthrightness at the time of submission.
- 6.6 Following the submittals of proposals, Contractors are strongly cautioned not to contact elected officials or members of the evaluation team regarding the selection process. Inappropriate efforts to lobby or influence individuals, or Contractors involved in this selection may result in dismissal from further consideration, at the County's sole discretion.

7 CONTRACTUAL PROVISIONS:

- 7.1 **AGREEMENT PERIOD:** The Agreement period shall be for three years commencing on or about June 1, 2018 after approval and proper execution of the Agreement documents, with a renewal option for three additional years in one-year increments, exercisable at the sole discretion of the County.
- 7.2 **ESTIMATED ANNUAL CONTRACT VALUE:** The estimated annual contract value group for this contract is A as defined by the schedule below:

- A - \$30,000 to \$75,000**
- B - \$75,001 to \$100,000
- C - \$100,001 to \$250,000
- D - 250,001 to \$500,000
- E - \$500,001 to \$1,000,000
- F - Over \$1,000,000

7.3 PRICE ADJUSTMENT:

- 7.3.1 Prices offered shall be firm against any increase for three year(s) from the effective date of the Agreement. Prior to the commencement of subsequent renewal periods, it shall be the Contractor's responsibility to notify the Issuing Office in advance of any requested price changes.

- 7.3.2 Requests for price adjustments shall be submitted to the Issuing Office, not the User Agency.
- 7.3.3 The County will entertain requests for escalation in accordance with the current Consumer Price Index at the time of the request or up to a maximum 5% increase on the current pricing, whichever is lower. *(For purposes of this section, "Consumer Price Index" shall be the Consumer Price Index-All Urban Consumers (CPI-U), Washington-Baltimore, DC-MD-VA-WV, All Items, Not Seasonally Adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.)* The County reserves the right to grant or deny the request for a price increase and will do so in writing. If the price increase is granted, the price increase will be effective upon written approval and will remain firm through the renewal period.
- 7.4 If a price increase is requested following Agreement renewal and it has been longer than one year since the last increase, the County may entertain a request for escalation if it is in the County's best interest. If the price increase is granted, the price increase will be effective upon approval and will remain firm through the renewal period, or for one year, at the County's sole discretion.
- 7.5 NON-EXCLUSIVITY:
- Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources. In addition, the Office of Law may handle all or portions of the work.
- 7.6 INSURANCE: The Contractor will be required to purchase and maintain during the life of the Agreement, including any subsequent renewal terms, Professional Liability and Worker's Compensation Insurance with limits of not less than those set forth below:
- 7.6.1 Professional Liability: The Contractor shall maintain in full force and effect during the term of the Contract professional liability insurance in an amount of not less than \$1,000,000 per claim and aggregate and a maximum deductible of \$25,000, which shall include coverage for the services to be performed hereunder. The Contractor agrees that thereafter it shall maintain, for the entire period in which it and each of its attorneys (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount. Offeror agrees to provide a three-year discovery period under this policy. If Offeror carries a deductible higher than \$25,000, they must provide acceptable evidence of financial documents showing sufficient funding for the retention/deductible.
- 7.6.2 Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction.
- 7.6.3 The Contractor shall provide the County with certificates of insurance or other document, in the County's sole discretion, within ten days of bid award notification **and** before commencing work in connection with the Agreement, evidencing the coverages required above. The Contractor shall furnish complete copies of policies upon the County's request. Such certificates shall provide that the County be given at least 60 days prior written notice of any cancellation of, intention to not renew, or material change in such coverage.
- 7.6.4 Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach of the Agreement and shall operate as an immediate termination thereof.
- 7.6.5 Failure to comply with this requirement at any time during the initial term and any subsequent renewals may be sufficient cause for termination for default.
- 7.7 BILLING AND PAYMENT:

- 7.7.1 The Contractor shall submit separate invoices for each Purchase Order issued. Invoices in the proper form and approved by the County shall be paid by the County within 30 days of receipt. Invoices without the necessary information may be returned for correction prior to payment.

Original to: Wanda S. Hutchinson, Human Resources Administrator
Howard County Office of Human Resources
3430 Courthouse Drive
Ellicott City, Maryland 21043

Copies to: Gary W. Kuc, County Solicitor
Howard County Office of Law
3430 Courthouse Drive
Ellicott City, Maryland 21043

- 7.7.2 Each invoice shall include the following information:

- 7.7.2.1 Contractor's name;
- 7.7.2.2 Address;
- 7.7.2.3 Federal tax identification number;
- 7.7.2.4 Contract number, if applicable (i.e., 44XXXXXXXXX);
- 7.7.2.5 Purchase Order number (i.e., 2XXXXXXXXXX);
- 7.7.2.6 Contract line number;
- 7.7.2.7 Unit price (hourly rate) (unit price must match a contract line); and
- 7.7.2.8 Description of services performed.

- 7.8 The County reserves the right to make payments on Visa procurement cards when orders are placed using procurement cards as indicated in Method of Ordering above. Contractors are not permitted to charge the County additional fees over and above their bid prices to process payments on procurement cards.
- 7.9 The County reserves the right to make payments via electronic funds transfer (a.k.a. ACH) on Agreements for which this payment vehicle is appropriate.
- 7.10 Payment shall be made upon receipt of proper invoice from Contractor and authorized by the County.
- 7.11 All amounts, costs, or prices referred to herein pursuant to this Agreement shall be United States of America currency.
- 7.12 Please provide a sample invoice that complies with paragraph "Billing and Payment" with response. See Exhibit II for sample invoice.
- 7.13 The proper form of County invoices requires that the necessary information be included on all invoices. Invoices without the necessary information may be returned for correction prior to payment. The County reserves the right to approve invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.
- 7.14 Reimbursable and Non-Reimbursable Expenses:
- 7.14.1 The Contractor shall be reimbursed for all reasonable, allowable and allocable direct costs and expenses incurred by the Contractor in the performance of the services hereunder and shall include, but not be limited to costs of:
 - 7.14.1.1 Travel expenses including transportation, meals and lodging at the rates set forth in the County's standard travel regulations, as amended from time to time, but excluding telephone calls, telefax costs and travel between County premises or the Office of the County Solicitor and the Contractor;
 - 7.14.1.2 Postage and messenger or overnight delivery services;

- 7.14.1.3 Long distance telephone calls, and telefax costs to be reimbursed at actual cost;
- 7.14.1.4 Photocopying costs;
- 7.14.1.5 Any other costs incurred may be reimbursed only with the prior written approval of the County Solicitor or designee;
- 7.14.2 The Contractor shall not be reimbursed for indirect or administrative costs such as:
 - 7.14.2.1 Secretarial services
 - 7.14.2.2 Preparation and review of billings
 - 7.14.2.3 In-house messenger services
 - 7.14.2.4 Para-professional overtime costs
- 7.14.3 Non-reimbursable expenses may not be recovered indirectly through charges for hours worked.
- 7.14.4 No compensation will be permitted for law clerks.
- 7.15 METHOD OF ORDERING:
 - 7.15.1 Purchase Orders or Task Orders will be issued from time to time for such services as may be required by the County. The Contractor shall complete the tasks and continue to be bound by the terms and conditions of all Task Orders or Purchase Orders issued against the Agreement, even if the tasks to be performed are not completed within the term of the Agreement, and by any surviving terms of the Agreement until completion of the tasks to be performed under the Task Order.
 - 7.15.2 Small purchases may also be made by the County's procurement card (currently Visa). The Contractor agrees to accept the card for such services as may be required by the County. Contractors are prohibited from charging additional fees over and above their bid prices to process payments on procurement cards.

SECTION E

SUBMISSION REQUIREMENTS

1 INSTRUCTIONS:

- 1.1 All proposals must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. **TECHNICAL AND PRICE PROPOSALS SHALL BE IN SEPARATE, SEALED ENVELOPES.**
- 1.2 All proposals must be signed by an authorized officer or agent of the Contractor submitting the proposal and delivered in sealed envelopes or cartons to the Issuing Office prior to the time and date indicated. Proposals received after the time and date indicated will not be accepted or considered.
- 1.3 The submission of a proposal shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the proposal.
- 1.4 Each proposal shall be accompanied by the Affidavit regarding price fixing, gratuities, bribery, and discriminatory employment practices in accordance with Section E.1.c. (3)(b) of the Howard County Purchasing Manual. When the Contractor is a corporation, a duly authorized representative of said corporation shall execute the Affidavit. The Affidavit is provided in the solicitation package.
- 1.5 The Foreign Services Disclosure Form must accompany proposals for construction-related services, architectural services, engineering services and energy performance contract services of \$2 million or more. Section 12-111 of the Maryland State Finance and Procurement Article requires bidders responding to a solicitation for a procurement contract issued by a county to make certain disclosures regarding plans, at the time the bid is submitted, to perform any services under the contract outside the United States. When applicable, the Foreign Services Disclosure form is provided in the solicitation package.
- 1.6 If a discrepancy in or omission from the specifications is found, or if a Contractor is in doubt as to their meaning, or feels that the specifications are discriminatory, the Contractor shall notify the Buyer in the Issuing Office in writing not later than ten days prior to the scheduled proposal opening. Exceptions taken do not obligate the County to change the specifications. The Issuing Office will notify all Contractors of any changes, additions or deletions to the specifications by Addenda posted on the Office of Purchasing web site (www.howardcountymd.gov/departments/county-administration/purchasing).
- 1.7 The County will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Issuing Office.

2 PROPOSAL DOCUMENTS AND SUBMISSION DEADLINE:

- 2.1 Contractors shall submit one original clearly marked, and seven copies of the complete proposal, to the Issuing Office prior to the opening date and time specified in Section A. Contractors must submit a flash drive containing the entire, identical version of the proposal along with the hard copies required above. This electronic copy shall be **one (1)** complete file. Additionally, in accordance with Public Information/Proprietary/Confidential Information (Section C, Paragraph 18), it is the responsibility of the Contractor to clearly identify each part of its marked proposal that is confidential commercial or financial information by stamping the bottom right-hand corner of each pertinent page with one inch bold face letters stating the words “confidential” or “proprietary”. **No proposal may exceed 10 pages (10 pages single-sided, or 5 pages duplexed),** excluding a transmittal letter, an executed Section F, Technical Proposal and any attached résumés.
- 2.2 The Contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential. The Contractor shall include a written statement as to the basis for considering the marked pages confidential. A general statement

of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the County. Failure of the Contractor to appropriately designate confidential information in this manner will relieve the County of any obligation to protect this information as confidential.

- 2.3 Failure to return required documents may be cause for rejection of the proposal. This solicitation requires the return of the following documents and information:
- 2.3.1 Technical Submittal
 - 2.3.2 Section F, (Technical Proposal Pages)
 - 2.3.3 Section F, (Contractor's Qualification Information)
 - 2.3.4 Section G, (Affidavit)
 - 2.3.5 Sufficient detail that demonstrates experience and knowledge of the services to be provided that minimally includes (and is organized in the following order):
 - 2.3.5.1 General Information: The first page or pages must set forth the following information:
 - 2.3.5.1.1 The name or names of the firm or firms submitting the proposal;
 - 2.3.5.1.2 The street address or e-mail at which the Offeror desires to receive mail regarding the Contract;
 - 2.3.5.1.3 The name and position of the individual designated as the head of the Contract team who will represent the Contractor as the primary contact person on matters relating to the proposal;
 - 2.3.5.1.4 The telephone and telecopier numbers, and e-mail address of that individual; and
 - 2.3.5.1 Experience: A detailed description of the Contractor experience during the last five years with emphasis on providing advice and counsel relating to special pension, and related state and federal laws and regulations.
 - 2.3.5.2 Related Legal Experience: Provide a brief description of the Offeror's experience in areas of the law described herein.
 - 2.3.5.3.1 Attach brief résumés of the lawyers who work in the areas described but, only if they will be available to consult with and give advice to the County during the term of the Contract. The Contractor shall include the résumé(s) of a team member or members admitted to practice law before the highest court of the State of Maryland.
 - 2.3.5.4 Conflict of Interest Statement: The Contractor shall describe in detail its existing system for identifying conflicts of interest in undertaking new representation. The Contractor shall also identify any conflicts of interest that may arise if the Contractor serves as the County's special pension counsel and shall describe how it proposes to resolve such conflicts. The Contractor is advised that existing and potential conflicts and any consents thereto will be handled strictly in accordance with the Maryland Lawyers' Rules of Professional Conduct. Contractor attention is directed in particular to Rule 1.7 and the Comments thereto. Waivers as to future potential conflicts of interest will be narrowly construed if granted at all. Prior to its engagement, the Contractor must provide Howard County with full disclosure of all existing client relationships that currently or prospectively may give rise to conflicts of interest and disqualification of the Contractor.

2.3.5.5 References: The Contractor must provide references including names and telephone numbers of specific individuals, for three to five governmental clients for whom the lawyers identified in the Proposal served as special pension counsel. References may be contacted for assistance in evaluating the quality of services provided.

2.3.5.6 Use of Para-professionals: The Contractor shall detail how it will use para-professionals, permanent law clerks, and law graduates not admitted to practice, to promote economy and efficiency in the performance of the Contract and to assure the County the lowest possible costs under the Contract.

2.3.5.7 Other: Any other information that the Contractor considers relevant to a fair evaluation of its experience and capabilities.

2.4 Section F, (Price Proposal Page)

The Price Proposal Page should contain the following information:

2.4.1 Rates and Fees:

2.4.1.1 The Contractor must include a schedule of rates for compensation for the services to be performed during the term of the contract in the Price Proposal Cover Page included in Section F.

2.4.1.2 The Contractor shall submit a schedule of standard hourly rates for each member of the special pension team.

2.4.1.3 The Contractor must also provide a fixed melded hourly rate of compensation. This fixed melded rate will be used in evaluating the proposal and may be accepted as the billing rate at the option of the County. The fixed melded rate shall be the total of all hourly rates divided by the number of attorney positions (see paragraph 2.5.4.5) or para-professional and law graduate positions (see paragraph 2.4.5.4.6) in question as further detailed in the Price Proposal.

2.4.1.4 The fixed melded hourly rate of compensation for the services to be performed throughout the initial term of the contract should include:

2.4.1.4.1 One fixed melded hourly rate of compensation for all attorneys; and

2.4.1.4.2 One fixed melded hourly rate of compensation for all para-professionals and law graduates not admitted to practice. No compensation will be permitted for the services of law clerks.

3 **SAMPLE INVOICE**: Contractors are required to provide a sample invoice with the proposal response. The sample invoice shall contain the details enumerated in Section D, Paragraph 7.7.2.

4 **EXCEPTIONS**: If the Contractor cannot meet the terms, conditions and/or specifications of the solicitation, the Contractor must furnish a statement on company letterhead giving a complete description of any exceptions to the terms, conditions, and specifications. Failure to furnish the statement means that the Contractor agrees to all terms, conditions and specifications. Exceptions taken do not obligate the County to change the terms, conditions and/or specifications. Exceptions to the terms and/or conditions and/or to the County's standard Agreement may be sufficient cause for rejection of the proposal.

SECTION F

TECHNICAL PROPOSAL COVER PAGE

TITLE: Special Pension Counsel Services

TO: HOWARD COUNTY OFFICE OF PURCHASING
6751 Columbia Gateway Drive, Suite 501
Columbia, MD 21046

The undersigned agrees to furnish and deliver the above services in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements in the solicitation, and in the various bid documents:

COMPANY NAME: _____

FEDERAL TAX IDENTIFICATION NO./SOCIAL SECURITY NO.: _____

ADDRESS: _____
Street City State Zip

TELEPHONE: _____ FAX: _____

EMAIL ADDRESS: _____

REPRESENTATIVE'S NAME: _____

Provide the name and title of the person with legal authority to sign on behalf of the Contractor. If the title of the individual is not "President" or "Vice President", provide verification of the signatory authority with your submittal.

NAME OF COMPANY SIGNATORY (Printed): _____

TITLE OF COMPANY SIGNATORY (Printed): _____

Howard County prefers to email Purchase Orders when possible, please provide an **EMAIL ADDRESS FOR RECEIPT OF PURCHASE ORDERS**: _____

Is the company a Minority-, Women-, or Disabled-Owned Business Enterprise? ☐ YES ☐ NO

If yes, indicate the type of minority ownership:

☐ African American ☐ Asian American ☐ Disabled ☐ Eskimo
☐ Female ☐ Hispanic ☐ Native American

Is the company certified? If yes, indicate the certification(s) held:

☐ Howard County Government ☐ MD Dept. of Transportation ☐ City of Baltimore ☐ Other

Certification Number(s) and Expiration Date(s): _____

Does the company have a written non-discrimination policy (i.e.: race, creed, religion, handicap, color, sex, national origin, age, occupation, marital status, political opinion, sexual orientation, gender identity/expression, personal appearance, familial status, source of income)? ☐ YES ☐ NO

(The County reserves the right to request such documentation, if desired, at a later date.)

The company will accept Visa procurement cards: ☐ YES ☐ NO

(Contractors are not permitted to charge the County any additional fees over and above their bid prices to process payments on procurements cards.)

SECTION F
TECHNICAL PROPOSAL PAGE NO. 2

COMPANY NAME: _____

Payment Terms: (The payment terms shall be considered net 30 days unless otherwise indicated.) _____

Howard County is exempt from all local, state, and federal taxes, and prices stipulated by the Contractor are considered maximum and are not subject to any increase due to any taxes, or any other reason. The County's Tax Exemption Number is 30001219.

☐ We wish to submit a "NO BID" at this time, but request that our company remain on the Contractors list for future solicitations.

ACKNOWLEDGEMENT OF ADDENDA: The company shall identify by number and date the following addenda and agree that the prices shown in the proposal reflect all changes made by addenda. In addition to acknowledging addenda here, the actual addenda must be signed and returned with the proposal. To check for addenda go to: www.howardcountymd.gov/departments/county-administration/purchasing.

Number: _____	Date: _____	Number: _____	Date: _____
Number: _____	Date: _____	Number: _____	Date: _____

**THE PERSON SIGNING THE PRICE PAGE MUST INITIAL ANY
 ALTERATIONS IN FIGURES IN INK.**

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**PRICE PROPOSAL COVER PAGE**

(Must be submitted separately from the Technical portion of the proposal)

COMPANY NAME: _____

TITLE: Special Pension Counsel ServicesNIGP CODE/PRODUCT CODE: 961-49, Legal Services, Attorneys

ITEM NO.	DESCRIPTION
----------	-------------

1. Attorney Hourly Melded Rate \$ _____

2. Para-Professional Hourly Melded Rate \$ _____

ITEM NO.	ADDITIONAL PRICING REQUIRED:
----------	------------------------------

3. Senior Partner Hourly Rate \$ _____

4. Junior Partner Hourly Rate \$ _____

5. Senior Associate Hourly Rate \$ _____

6. Junior Associate Hourly Rate \$ _____

7. Other Hourly Rate \$ _____

* Please note that prices shall only have **TWO DECIMAL PLACES**. The County's financial system will not allow more than two decimal places. Adjust responses accordingly.

** The melded hourly rate will be used to compare price proposals. Determine the melded hourly rate by adding the rates for all positions offered in the attorney or paraprofessional category and divide by the number of positions. Example Position A is \$1.00, Position B is \$2.00 and Position C is \$3.00. Total of three positions is \$6.00 divided by 3 = \$2.00 blended hourly rate.

The Contractor shall invoice based on actual hours and minutes worked by position.

List all positions, names of individuals holding those positions and the hourly rate of individuals who will perform work on the contract.

INVOICE PROCEDURE FOR SUCCESSFUL CONTRACTORS:

In order to facilitate prompt payment, invoices must contain the above commodity and/or service descriptions and pricing. Invoices failing to contain the required line item detail, including contract line number and unit pricing, may be returned for correction. Please submit a sample invoice with the response.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

SECTION F**CONTRACTOR'S QUALIFICATION INFORMATION***(Must be submitted with the Technical proposal)*

COMPANY NAME: _____

1. References: Give name, address, and telephone number of three to five governmental clients for whom the Contractor has provided special pension counsel services during the past three years.

1.1.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.2.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____
1.3.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____
	_____	_____

1.4.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____

1.5.	Account Name	Contract Completion Date
	_____	_____
	Owner/Manager	Telephone
	_____	_____
	Address	Email
	_____	_____

2. The Contractor has provided the above services for ____ years. (Note: 10-year minimum)

SECTION G**AFFIDAVIT**

Must be completed, signed by an officer of the company (President, CEO, Vice President, etc), and submitted with the bid.

Contractor _____

Address _____

I, _____, the undersigned, _____ of the above named
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this _____ day of _____, _____, that I hold the aforementioned office
(Month) (Year)
in the above named Contractor and I affirm the following:

AFFIDAVIT I

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

AFFIDAVIT II

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the Contractor in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

AFFIDAVIT III

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

AFFIDAVIT IV

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended.

AFFIDAVIT V

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

AFFIDAVIT VI

If applicable, the Contractor has complied with Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which requires that every person that enters into, during any 12 month period, one or more contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, involving a cumulative consideration of at least \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions to a candidate, or a series of such contributions, in a cumulative amount in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

Signature

Title

Printed Name

Rev. 07/20/17

EXHIBIT I**HOWARD COUNTY, MARYLAND****AGREEMENT PA XX-XXXX
XXXXXX LEGAL COUNSEL SERVICES**

This agreement (the "Agreement" or "Contract"), is entered into on this ____ day of _____, 20__, by and between Howard County, Maryland, a body corporate and politic (the "County") and [NAME AND ADDRESS OF CONTRACTOR], Federal Employer Identification Number (FEIN) XX-XXXXXXX, Telephone Number XXX-XXX-XXXX (hereinafter (the "Contractor")). **WHEREAS**, the County needs legal services requiring specialized skill and experience in _____; and

WHEREAS, the Contractor is well versed in this area of the law.

NOW, THEREFORE, THIS CONTRACT WITNESSETH:

That for and in consideration of the covenants and conditions herein contained, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

**ARTICLE I
CONTRACT**

- 1.1 Contract Documents. This Contract consists of the matters identified in this Article I ("Contract Documents"), all of which are part of this Contract as if fully set forth herein (all as amended from time to time):
- 1.1.1. This Special Legal Counsel Services Agreement consisting of pages 1 through __ and all Exhibits thereto (the "Standard Contract");
 - 1.1.1. 1.1.2. The Request for Proposal to Serve as XXXXXXXX, with a proposal due date of XXXX, 00, 20XX ("RFP") (Documents A through G and all attachments thereto)("RFP");
 - 1.1.3. The Contractor's Proposal, dated XXXX, 00, 20XX and the Contractor's Best and Final Offer Price Proposal dated XXXX, 00, 20XX (collectively the "Proposal"); the RFP and the Proposal (collectively the "Solicitation Documents"); and
 - 1.1.2. 1.1.4. Contract Affidavit signed by the Contractor's authorized representative (the "Affidavit").

The obligations, representations, terms and conditions set forth in the RFP and the Affidavit are provisions of this Contract and are supplemental to the provisions set forth in the Standard Contract.

If there are any inconsistencies between or among the Contract Documents, the following order of priority shall govern: this Contract, then the RFP, then the Proposal, and then the Contract Affidavit. The Contractor acknowledges that any Purchase Order or Task Order (as defined below) issued on or after the effective date is hereby integrated and made a part of this Agreement, provided, however that if a conflict arises between the provisions of this Agreement and the Purchase Order or Task Order, the provisions of this Agreement shall prevail.

ARTICLE II SCOPE OF SERVICES

- 2.1. Contractor's Duties. The Contractor shall be an independent Contractor and not an employee of the County and the Contractor's employees who are assigned to provide services to the County under this Agreement shall be employees of the Contractor and not of the County. The Contractor shall be responsible for the reporting and remittance of all state and federal taxes, compensable workers' compensation claims and coverage of unemployment claims filed by its employees. The Contractor shall perform the services outlined in Attachment A hereto, subject to Section 2.2 below. The Contractor's services will be provided with due care and in accordance with all applicable standards. The Contractor shall perform the services under the supervision of the County Solicitor, or his designee, who shall have authority to administer the Agreement.
- 2.2. Task Order. The Contractor shall perform services upon receipt of a written task order ("Task Order") from the County Solicitor substantially in the form as set forth in Exhibit III included in the RFP.
- 2.3. County Solicitor's Authorization Needed. All legal services are to be provided only at the request of the County Solicitor or his designee pursuant to a Task Order following completion by the Contractor of a project-specific conflicts check. The Contractor may not devote time to any or all of the services to be performed, or incur expenses, absent the prior authorization of the County Solicitor or his designee. Each Task Order will include a project-specific scope of services for an identified entity within the County. All advice is to be provided directly to the County Solicitor, his designee, or individuals identified by the County Solicitor. The Contractor is not authorized to enter into discussions with any of the County's personnel, except as specifically authorized by the Task Order.

ARTICLE III COMPENSATION - METHOD OF PAYMENT

- 3.1. Hourly Fees. Contractor will be compensated for services as specifically requested by the County Solicitor or designee defined by Task Orders issued from time to time by the County Solicitor out of funds, if any, that may be appropriated or may otherwise be made available for such payment. Payments to the Contractor for work will be according to Task Orders as approved in advance by the County Solicitor, on a "not to exceed" basis in the discretion of the County Solicitor or designee. The Task Order will be based on a reasonable number of estimated hours to be expended by the Contractor's attorneys and para-professionals in the performance of services at hourly rates specified in Paragraph 3.5 of this Agreement. The Contractor must evidence these hours in a manner satisfactory to the County Solicitor. The Contractor shall submit to the County Solicitor detailed bills setting forth the name of the attorney providing services, the date of such services, a full description of the services performed, the hours or fractional hours (increments must not be greater than 1/10th of an hour) worked, and an itemized list of reasonable out-of-pocket expenses.
- 3.2. Limit. Compensation will not be permitted for more than one attorney who attends meetings, by phone or in person, or depositions or appears in any administrative or judicial forum, absent express approval in advance by the County Solicitor.
- 3.3. Audit. All invoices submitted to the County are subject to audit by the County. All charges incurred under this Agreement are due and payable only after services have been rendered or expenses incurred and a proper invoice acceptable to the County Solicitor has been submitted to the County.
- 3.4. Monthly Payments. Payment to the Contractor will be made on a monthly basis.

- 3.5. Rates and Fees: Contractor will be compensated at the fixed melded hourly rate of compensation for the services to be performed throughout the initial term of the Contract as follows:
- 3.5.1. The fixed melded hourly rate of compensation for all attorneys will be \$000.00; and
- 3.5.2. The fixed melded hourly rate of compensation for all para-professionals and law graduates not admitted to practice will be \$000.00.
- 3.5.3. No compensation will be permitted for the services of law clerks.
- 3.6. Cap on Fees. In no event shall the total compensation paid to the Contractor under this Agreement exceed the sum of xxxxxxxxxxxx Thousand Dollars (\$000,000.00) during the entire term of this Agreement, including renewals thereof.

ARTICLE IV LAW FIRM TEAM MEMBERS

1. Team Members. Those attorneys authorized to render services under this Agreement with the County are limited to _____, with _____, as lead counsel, and such other attorneys of named firm, having comparable experience and qualifications to perform the tasks to be performed by them, but only after specific approval by the County Solicitor.

ARTICLE V COMPENSATION FOR DIRECT COSTS AND EXPENSES

- 5.1. Conditions of Reimbursement. During the term of the Contract, the Contractor will be reimbursed for costs and expenses in accordance with the following conditions:
- 5.1.1. All reasonable, allowable and allocable direct costs and expenses incurred by the Contractor in the performance of the Contract based upon agreed amounts submitted and approved prior to incurring such costs will be reimbursed.
- 5.1.2. Indirect costs such as secretarial services, photocopying, sending or receiving faxes, or in-house messenger services will not be reimbursed. The Contractor may not bill hourly rates for travel time.
- 5.1.3. The Contractor must maintain records relating to costs and expenses incurred by the Contractor in the performance of the Contract by topic, as further provided in Article VIII of this Agreement.

ARTICLE VI TERM AND TERMINATION OF AGREEMENT

- 6.1. Term. The work specified in Article II hereof will be performed for a term of three (3) years, and shall commence on _____ (the "Commencement Date") and shall expire three (3) years after the Commencement Date, unless renewed or sooner terminated in accordance with this Agreement. The County reserves the right to renew this Agreement for **three additional one year terms** on the same terms and conditions set forth herein. Unless set forth in a written amendment, the compensation and manner of payment set forth in Article 3 of this Agreement shall remain unchanged for the term of this Agreement and any subsequent renewals.

6.2. Termination.

- 6.2.1. Termination for Convenience: The County may terminate this Agreement, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least thirty (30) days' written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- 6.2.2. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Agreement, the County may terminate the Agreement for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Agreement. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in competitively bidding and completing the remaining work.

ARTICLE VII REMEDIES FOR DEFAULT

- 7.1. Remedies for Default. The County shall have the right upon the happening of any Default without providing notice to the Contractor:
- 7.1.1. In addition to other available rights and remedies, to terminate this Agreement immediately, in whole or in part;
 - 7.1.2. To suspend the Contractor's authority to receive any undisbursed funds; and/or
 - 7.1.3. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Agreement, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
- 7.2. Remedies Cumulative and Concurrent. No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Agreement, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Agreement, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

ARTICLE VIII RECORD AUDIT AND INSPECTION

- 8.1. Maintenance of Records. Contractor agrees to maintain and make available all financial records, supporting documents, records, and any other documents pertinent to its compensation under this Agreement.

- 8.2. Accessibility. Contractor shall maintain such data and financial records in an accessible location and condition for a period of not less than three (3) years after final payment under this Agreement, until after any final audit has been resolved, or pursuant to any applicable statute of limitations, whichever is the longest, and make those records available to the County for review and audit.
- 8.3. Audit. Contractor shall permit County or its designees to audit, examine and make excerpts and transcripts from such records upon reasonable notice, during normal working time during such three (3) year period.

ARTICLE IX CONTRACTOR'S WARRANTIES

- 9.1. Representations. The Contractor hereby represents the following:
- 9.1.1. It is a **XXXXXXXXXXXXXX** duly formed and validly existing under the laws of the State of Maryland and in good standing in the State of Maryland.
- 9.1.2. It is qualified to do business in the State of Maryland and it will take such action as, from time to time hereafter, may be necessary to remain so qualified.
- 9.1.3. It has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Agreement.
- 9.1.4. The persons executing this Agreement for the Contractor warrant that they are duly authorized by the Contractor to execute this Agreement on the Contractor's behalf.
- 9.1.5. The services provided under this Agreement shall be performed competently and with due care, and in accordance with all applicable laws, code, ordinances and regulations and licensing requirements.
- 9.1.6. It has obtained and shall continue to maintain, at its own cost, such licenses, certifications, permits, insurance, and governmental approvals, if any, as are necessary to provide the services rendered under this Agreement, and shall present such licenses and other documentation to the County upon its request for same.
- 9.1.7. It is not in arrears with respect to the payment of any monies due and owing the County, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract.
- 9.1.8. All representations and warranties made in the Affidavit and Proposal remain true and correct in all respects.

Breach of any of the representations and warranties contained in this Section 9.1. shall, at the County's election, be grounds for termination.

ARTICLE X PUBLIC RECORDS LAW

- 10.1. Unlimited Data Rights. The County has unlimited data rights regarding proposals or bids submitted in response to its solicitations. Unlimited data rights mean that the County has the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, or perform publicly and display publicly any information submitted by Contractors in response to this or any solicitation

issued by the County. However, information that is deemed to be confidential commercial or financial information as defined by the Maryland Public Information Act, State Government Article, Section 10-617 will be exempted from disclosure if the submitter can show that release of such information would cause substantial competitive harm to the submitter's competitive position.

- 10.2. Confidential Information. It is the responsibility of the Contractor to identify clearly each part of its offer that is confidential commercial or financial information by stamping the bottom right hand corner of each pertinent page with one-inch bold face letters stating the words "confidential" or "proprietary." The Contractor agrees that any portion of the proposal that is not stamped as proprietary or confidential will be deemed not to be proprietary or confidential.

ARTICLE XI INSURANCE

- 11.1. Required Policies. The Contractor will maintain in force, during the term of this Agreement, including any renewals thereof, such policies of insurance acceptable to the County as set forth below.
- 11.2. Underwriting. All policies of insurance shall be underwritten by companies licensed to do business in the State of Maryland.
- 11.3. Mandatory Coverage. The following coverages are mandatory but may not be all-inclusive, based on the parameters of the proposal: 1.) Worker's Compensation Insurance: Statutory coverage for Maryland jurisdiction; and 2.) Professional Liability Insurance: An aggregate amount of not less than \$____ per claim and aggregate ("Insurance Amount") and a maximum deductible of \$____, which shall include coverage for the services to be performed hereunder. The Contractor agrees that thereafter it shall maintain, for the entire period in which it and each of its attorneys (subject to any applicable statute of limitations) may incur any professional liability in connection with the performance or failure to perform services under the Contract, professional liability insurance in the aggregate amount of not less than the Insurance Amount. The Contractor agrees to provide a three-year discovery period under this policy. If the Contractor carries a deductible higher than \$25,000, it must provide acceptable evidence of financial documents showing sufficient funding for the retention/deductible. Notwithstanding the foregoing, at the time of issuance of a Task Order, the County Solicitor shall review the adequacy of the Insurance Amount for the services to be performed under the Task Order and if, in her sole judgment and discretion, an increase in the Insurance Amount is required taking into account the services to be provided, the Contractor shall increase the Insurance Amount to the amount requested by the County Solicitor.
- 11.4. County Not Liable. The Contractor will not hold the County liable for any injuries to the employees, servants, agents, subcontractors or assignees of the Contractor arising out of or during the course of services relating to this Agreement, except if caused by the negligence or gross negligence of the County, to the extent of the provisions of the Maryland Local Government Tort Claims Act, Section 5-301 et seq. of the Courts and Judicial Proceedings Article, Maryland Annotated Code and subject to the appropriation of funds. The foregoing is not to be deemed as a waiver of any immunity that may exist in any action against the County for its officers, agents, volunteers and employees.
- 11.5. Contractor's Liability. The providing of any insurance required herein or approval of the insurance by the County does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the Contract awarded or for which the Contractor may be liable by law or otherwise.

- 11.6. Failure to Maintain Insurance. Failure to provide and continue to enforce such insurance as required above shall be deemed a material breach by Contractor of the Agreement and shall operate as an immediate cause for termination thereof.
- 11.7. Named Insured. The Certificate Holder shall be NAMED on the coverage document as: Howard County, Maryland, 3420 Court House Drive, Ellicott City, Maryland. The County will not be added as an additional insured on the Contractor's Professional Liability Insurance program.
- 11.8. Evidence of Insurance. Certificates of insurance, satisfactory to the County, evidencing all such coverages must be furnished to the County before commencement of any services under this Agreement, with complete copies of policies, binders or declarations from the insurance company to be furnished upon the County's request. Such certificate of insurance must provide the County with forty-five (45) days prior written notice of any cancellation or non-renewal.
- 11.9. Notice of Adverse Action. The Contractor must promptly notify the County Solicitor of any adverse action against the Contractor taken by its professional liability insurer or against any personnel performing work under the Contract by the Maryland Bar Counsel or the Court of Appeals of Maryland.

ARTICLE XII CONFIDENTIAL INFORMATION

- 12.1. Confidential County Information. The Contractor shall not disseminate, publish, distribute or circulate, or permit its agents or employees to release, disseminate, publish, distribute or circulate, in any manner whatsoever, any information, data, documents or materials related to the services or performance of the services under the Contract, or to the Contract, or disclosed to the Contractor in the course of its performance of duties hereunder with respect to the past, present and future County business, services and clients, nor publish any final reports or documents, without the express written consent of the County. The Contractor shall, within the limitations of the Maryland Lawyers' Rules of Professional Conduct, indemnify and hold harmless the County and its representatives, officers, agents, directors and employees, from all liability which may be incurred by reason of the unauthorized release, dissemination, publication, distribution or circulation, in any manner whatsoever including electronic transmission, of any information, data, document, or materials pertaining in any way to the Contract by the Contractor, its agents or employees.

ARTICLE XIII ETHICS/CONFLICTS OF INTEREST

- 13.1. Certification. The Contractor certifies that the officer of the corporation who is executing this Agreement has read and understands Attachment C, entitled Howard County Charter and Code References to Ethics, which contains the provisions of Section 901(a) of the Howard County Charter dealing with conflicts of interest and Section 22.204 of the Howard County Code dealing with conflicts of interest.
- 13.2. Ethics Provisions. The Contractor certifies that he/she has (1) not been a party to an agreement to bid a fixed or uniform price; (2) not offered nor will offer any gratuity to any county official or employee; and (3) not violated any of the fair employment provisions of Code Sec. 4.119 Ethics and Fair Employment Practices detailed in Attachment B.
- 13.3. Conflicts of Interests. The Contractor agrees that during the term of this Contract, it will not represent, or provide any service for, any parties whose interests are in conflict with the interests of the County, as defined by the Maryland Lawyers' Rules of Professional Conduct. The Contractor has shared the results of a general conflicts check prior to entering into this Contract.

The Contractor shall update its general conflicts check and conduct a project-specific and client-specific conflicts check, both of which are to be shared with the County Solicitor, prior to receiving a work assignment pursuant to a Task Order.

To avoid potential conflicts of interest which may arise from the Contractor's representation of the County and parties participating in transactions with the County and/or engaged in *litigation* with the County, the Contractor agrees to examine its client/matter listings carefully on a periodic basis, to notify the County, through the County Solicitor, immediately of any potential conflict of interest and, if requested, to undertake immediate action to eliminate the source of the potential conflict of interest. The County reserves the right to make the Contractor aware of situations in which it believes the Contractor is involved that may present a conflict of interest or a violation of Section 13.2 of this Agreement and request that the Contractor promptly remedy the situation. The County Solicitor may, in his sole discretion, consent to, and waive objection to, a conflict in accordance with Rule 1.7 of the Maryland Lawyers' Rules of Professional Conduct or other applicable Rule.

- 13.4. Withdrawal From Representation. By executing this contract, the Contractor hereby acknowledges and agrees that, during the term of this Agreement, upon request of the County, through the County Solicitor, the Contractor, to the extent permitted by the Maryland Lawyers' Rules of Professional Conduct, and other applicable rules of conduct, will withdraw from representation of a client in a matter in which such client and the County are both parties and their interests are adverse to each other, unless written consent has been obtained by the Contractor as set forth above. In the event the Contractor is unable to perform any service or provide any legal representation or legal advice requested by the County Solicitor during the term hereof because of a conflict of interest, the Contractor, at the request of the County Solicitor in his sole discretion, or the County in its sole discretion, to the extent permitted by the Maryland Rules of Professional Conduct and other applicable rules of professional conduct, may be asked to subcontract or assign the specific request for legal service, legal representation or legal advice to other legal counsel. In such event, the other legal counsel shall be subject to the prior approval of the County Solicitor and the County and to all terms and conditions under this Contract. The County Solicitor and the County reserve the right, in their sole discretion, to select another law firm to represent the County in a particular matter if the conflict of interest is not resolved to the satisfaction of the County Solicitor and the County.

ARTICLE XIV ASSIGNMENT

14. Assignment. Neither the County nor the Contractor shall assign, sublet or transfer its interest or obligations under this Agreement to any third party, without the written consent of the other. Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Agreement be construed to create any rights hereunder in any person or entity other than the parties of this Agreement.

ARTICLE XV DELEGATION OF DUTIES

15. Delegation of Duties. The Contractor shall not delegate the Contractor's duties under this Agreement without the prior written consent of the County.

ARTICLE XVI INDEMNIFICATION

- 16.1. Indemnification. The Contractor shall, within the limitations of the Maryland Lawyers' Rules of Professional Conduct, indemnify and hold harmless the County, its employees, agents and officials from any and all claims, suits, or demands including reasonable attorney fees which may be made

against the County, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this Agreement by the Contractor or anyone under agreement with the Contractor to perform duties under this Agreement. The Contractor shall not be responsible for acts of negligence or willful misconduct committed by the County, its employees, agents and officials.

- 16.2. Independent Contractor. The Contractor is an independent contractor, not an employee of the County and the County Solicitor has no obligation to provide legal counsel or defense to the County in the event that a suit, claim, or action of any character is brought by any person against the Contractor as a result of or relating to the Contractor's obligations under this Contract.
- 16.3. Work at Contractor's Risk. All work to be provided by the Contractor under this Agreement will remain at the Contractor's risk until written acceptance by the County; and the Contractor will replace, at the Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.
- 16.4. Judgments and Settlements. The County shall have no obligation for the payment of any judgments or the settlement of any claims against the Contractor as a result of or relating to the Contractor's obligations under this Contract, except in an action between Contractor and the County in which a judgment or settlement is entered against the County.
- 16.5. Non-Assumption of Obligations. The County shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance of this Contract.
- 16.6. Notification of Claims. The Contractor shall immediately notify the County of any claim or suit made or filed against the Contractor resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the Office of Law as applicable, in the defense or investigation of any claim, suit, or action made or filed against the County as a result of or relating to the Contractor's performance under this Contract.
- 16.7. Conflict in Indemnification Provisions. In the event that there is a conflict between the indemnification provision set forth in the Purchase Order Terms and Conditions, the General Conditions of the solicitation, or this Agreement, the terms set forth in the Agreement shall govern.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- 17.1. Integration and Modification. This Agreement sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Agreement. No waiver, modification or amendment of the terms of this Agreement shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.
- 17.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to any choice of law principles that would dictate the laws of any other jurisdiction. The parties agree that the exclusive venue for any and all actions related hereto shall be the Circuit Court for Howard County, Maryland, the Maryland District Court for Howard County or the appropriate Federal court located within the State of Maryland. To encourage prompt and equitable resolution of any litigation that may arise hereunder, the parties hereby waive any rights that either may have to a trial by jury of any such litigation.
- 17.3. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be unenforceable, illegal or otherwise invalid, such provision shall be given its

nearest legal meaning or be construed or deleted as such authority determines, and the remainder of the Agreement shall remain enforceable to the full extent permitted by law.

- 17.4. Funding. The contractual obligation of the County under this Agreement is contingent upon the availability of appropriated funds from which payment for this Agreement can be made.
- 17.5. Notice. Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered to the following address and individual or at such other address and/or such other individual a party may identify in writing to the other party:

FOR THE COUNTY: Gary W. Kuc, County Solicitor
Howard County Office of Law
3430 Court House Drive
Ellicott City, Maryland 21043
410-313-2100, Phone

And

Jalene Duressa, Buyer
Howard County Office of Purchasing
6751 Columbia Getaway Dr Suite 501
Columbia, MD 21046

FOR THE CONTRACTOR: Contractor's Address

- 17.6. No Waiver, Etc. No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Agreement, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

- 17.7. Ownership of Results.

The Contractor agrees that all reports, memoranda, or other documents and materials in Contractor's possession in any format or medium, and all drafts and forms for such documents, prepared by the Contractor for the County under the terms of this Contract (collectively the "Files") shall at any time during the performance of the services be made available to the County upon request by the County and shall become and remain the property of the County upon termination or completion of the services. The County shall have the right to use same without restriction or limitation and without compensation to the Contractor other than that provided in this Contract.

- 17.8. Relationship of the Parties. As an independent contractor under this Agreement, services provided by Contractor are not as an officer, employee or agent of the County.

- 17.9. Subcontracting. Contractor shall not contract on behalf or in the name of the County. Any violation of this provision confers no rights in favor of anyone and is void.

17.9.1. Contractor is expressly prohibited from subcontracting the legal services required hereunder unless such subcontracting is agreed to in writing by the County.

17.9.2. The County reserves the right to approve in advance the selection and fee of consultants, and experts engaged by Contractor in rendering services under this Agreement. The County has no obligation for payment to any third party unless specifically authorized in advance by the County.

- 17.10 Survival. The obligations under Articles VI, VII, VIII, IX, X1, XII, and XVI or pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, shall survive the expiration or termination of this Agreement for any reason.
- 17.11 No Assurance of Work. The Contractor acknowledges that it has received no assurances of any minimum amount or type of work under this Agreement. The County Solicitor or his designees shall have the sole discretion to determine which law firm shall be assigned to handle a particular transaction and shall have the further right to assign a particular transaction to another law firm if the County Solicitor or his designees determines such action to be in the best interest of the County.
- 17.12 Defined Terms. Capitalized terms not defined herein shall have the definitions assigned to them under the RFP.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written.

CONTRACTOR:

WITNESS/ATTEST:

CONTRACTOR:

Signature

Name, Title

Print Name

HOWARD COUNTY:

WITNESS/ATTEST:

HOWARD COUNTY, MARYLAND,
a body corporate and politic:

Lonnie R. Robbins
Chief Administrative Officer

Allan H. Kittleman
County Executive

APPROVED AS TO SUFFICIENCY OF FUNDS this ____ day of _____, 20**xx**:

Janet Irvin, Director
Department of Finance

APPROVED AS TO FORM AND LEGAL SUFFICIENCY this ____ day of _____, 20**xx**:

Gary W. Kuc
County Solicitor

Reviewing Attorney:

Morenike Euba Oyenu, Sr. Assistant County Solicitor

ATTACHMENT A
SERVICES TO BE PERFORMED

Description of services.

The above are in addition to any other services set forth in the Proposal.

sample

ATTACHMENT B**HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS*****Charter Section 901. Conflict of Interest.***

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

Code Section 4.119. Ethics and Fair Employment Practices.

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "Human Rights" of Title 12 of the Howard County Code, Subtitle 6 of Title 20 of the State Government Article, Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) **Payment of subcontractors.** All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

Section 22.204. - Prohibited Conduct and Interests.**(a) Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
 - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
 - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
 - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
 - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
 - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
 - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
 - f. A business entity that:
 - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
 - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
 - (ii) The disqualified official or employee is required by law to act; or
 - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1 of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) Employment and Financial Interest Restrictions.

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
 - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
 - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
 - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
 - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
 - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
 - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) Post-Employment Limitations and Restrictions.

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.
- (2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) Use of Prestige of Office.

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;

b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or

c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:

- a. Meals and beverages consumed in the presence of the donor or sponsoring entity;
- b. Ceremonial gifts or awards that have insignificant monetary value;
- c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;
- d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;

e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;

f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;

g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or

h. Honoraria for speaking to or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.

EXHIBIT II**SAMPLE INVOICE**

SAMPLE INVOICE

Your Company's Name

Address

[Email address](#)

Telephone/Fax Nos.

Mail Invoice To:

Howard County Government

Department/Office Name

Address (From the Purchase Order)

Address

Invoice No.:**Date:****FEIN:**

Contract #:

44XXXXXXXXXX

Purchase Order #:

2XXXXXXXXXX

Contract Line #	PO Item #	Services Description	Hourly Rate	Net Price	Extended Price
Total					

(For Services)

Payment Terms:

Please make check payable to ***Your Company's Name*** and remit payment to:*Your Company's Name**Address**Address*

If you have any questions regarding this invoice, please contact

Your Company's Contact Person's Name at ***Telephone No.*** and ***Email Address.*** **EXHIBIT III**_____

EXHIBIT III

SAMPLE TASK ORDER FORM

Re: Pension Counsel
Task Order

Dear [Contractor]:

On behalf of Howard County, Maryland (the "County"), and in accordance with the Pension Counsel Contract by and between your firm and the County (the "Contract"), your firm is hereby directed to perform the following task(s):

You will also perform such other services as are customarily associated with the above described task(s).

Your firm will be reimbursed for its services by the County in strict accordance with Contract No. _____. Invoices must be submitted to the designated Contract Officer at the address shown above. No deviation from the rates specified in the Contract shall be permitted.

This Task Order shall not be deemed a modification of the Contract. By acceptance of this Task Order, your firm acknowledges that it has performed an examination of its client list as required by the Contract, and there are no conflicts of interest in its representation of the County

Please contact me as soon as possible.

Sincerely,

HOWARD COUNTY OFFICE OF LAW

Gary W. Kuc
County Solicitor